THOMPSON & MITCHELL

ATTORNEYS AT LAW

700 - 14TH STREET, N.W. - SUITE 900 WASHINGTON, D.C. 20005-2010 (202) 508 - 1000

ONE MERCANTILE CENTER ST. LOUIS, MISSOURI 63101 (314) 231-7676

HALPIN J. BURKE (202) 508-1004

FACSIMILE (202) 508-1010

525 WEST MAIN STREET

RECORDATION NO. 18645 LEEU 1425 (618) 277-4700

200 NORTH THIRD STREET

INTERSTATE COMMERCE COMMERCE (COM

0100083080

VIA HAND DELIVERY

Mr. Sidney L. Strickland Jr. Secretary Interstate Commerce Commission Twelfth St. and Constitution Ave., N.W. Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one fully executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a Security and Support Agreement, which is a primary document, dated December 30, 1993.

The names and addresses of the parties to the document are as follows:

Debtor:

Residual Based Finance Corp. Three First National Plaza

Suite 1240

Chicago, Illinois 60602

Secured

MetLife Capital Corporation

10900 N.E. 4th Street Party:

Suite 500

Bellevue, Washington 98009

A description of the equipment covered by the documents are set forth in Schedule 1 attached to this letter and made a part hereof.

A fee of \$18.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

> Halpin J. Burke, Thompson & Mitchell, 700 14th Street, N.W., Suite 900, Washington, D.C. 20005.

January 7, 1994 Page 2

A short summary of the documents to appear in the index follows:

Security and Support Agreement dated December 30, 1993 between the Debtor and the Secured Party and covering railroad cars as shown on Schedule 1 to the Documents.

Very truly yours,

THOMPSON & MITCHELL

Bv

Halpin J. Burk

HJB/

Enc.

SLSF Car No.	BN Car No.						
42102	214302	42127	214327	42153	214353	42182	214382
42103	214303	42128	214328	42154	214354	42183	214383
42104	214304	42129	214329	42155	214355	42184	214384
42106	214306	42130	214330	42156	214356	42185	214385
42107	214307	42131	214331	42157	214357	42186	214386
42108	214308	42132	214332	42158	214358	42187	214387
42109	214309	42133	214333	42159	214359	42188	214388
42110	214310	42134	214334	42160	214360	42189	214389
42111	214311	42135	214335	42161	214361	42190	214390
42112	214312	42136	214336	42162	214362	42191	214391
42113	214313	42137	214337	42163	214363	42192	214392
42114	214314	42138	214338	42164	214364	42193	214393
42115	214315	42139	214339	42165	214365	42194	214394
42116	214316	42141	214341	42166	214366	42195	214395
42117	214317	42142	214342	42167	214367	42196	214396
42118	214318	42143	214343	42168	214368	42198	214398
42119	214319	42144	214344	42169	214369	42199	214399
42120	214320	42145	214345	42171	214371		
42121	214321	42147	214347	42174	214374		
42122	214322	42148	214348	42176	214376		
42123	214323	42149	214349	42177	214377		
42124	214324	42150	214350	42178	214378		
42125	214325	42151	214351	42179	214379		
42126	214326	42152	214352	42181	214381		

Car No.	SLSF Car No.	BN Car No.	SLSF Cer No.	BN Car No.	SLSF Car No.	BN Cer No.
	42226	214426	42253	214453	42279	214479
42	42227	214427	42254	214454	42281	214481
42	42228	214428	42255	214455	42282	214482
42	42229	214429	42257	214457	42283	214483
42	42230	214430	42258	214458	42284	214484
42	42231	214431	42259	214459	42285	214485
214406 42	42232	214432	42260	214460	42286	214486
214407 42	42233	214433	42261	214461	42287	214487
214408 42	42234	214434	42262	214462	42288	214488
214409 42	42235	214435	42263	214463	42289	214489
214410 42	42236	214436	42264	214464	42291	214491
214411 42	42238	214438	42265	214465	42292	214492
214412 42	42239	214439	42266	214466	42293	214493
214413 42	42240	214440	42267	214467	42294	214494
214414 42	42242	214442	42268	214468	42296	214496
214415 42	42243	214443	42269	214469	42297	214497
214416 42	42245	214445	42270	214470	42298	214498
214418 42	42246	214446	42271	214471		
214419 42	42247	214447	42272	214472		
214420 42	42248	214448	42273	214473		
214421 42	42249	214449	42274	214474		
214422 42	42250	214450	42276	214476		
214424 42	42251	214451	42277	214477		
214425 42	42252	214452	42278	214478		

42358 42359 42360 42361 42362 42363 42365	214539 214531 214531 214532 214533 214533		42329
42360 42360 42361 42362 42364 42365	0 = 2 5 5		
42365 42361 42362 42364 42365	- 2 2 2	21453	42330 21453
42362 42362 42363 42364 42365	2 8 5	21453	
42363 42363 42364 42365	2 2	2145	
42363 42364 42365	35	2145	42333 2145
42365	I	214	42335 214
42365	536	214536	42336 214
-	537	214537	42337 214
42366 214566	38	214538	42338 2145
42367 214567	540	214540	42340 214
42368 214568	542	214542	42342 214
42369 214569	5	214543	42343 2145
42371 214571	44	214544	42344 214
42372 214572	5	214545	42345 2145
42373 214573	9	214546	42346 2145
42374 214574	4	214547	42347 2145
42375 214575	548	214548	42348 214
42376 214576	214550	214	42350 214
42377 214577	214551	214	42351 214
42378 214578	553	214553	42353 214
42379 214579	554	214554	42354 2149
42380 214580	555	214555	42355 214
42381 214581	929	214556	42356 2 214
42382 214582	557	214557	42357 214

SLSF Car No.	BN Car No.						
42400	214600	42427	214627	42456	214656	42481	214681
42401	214601	42428	214628	42457	214657	42482	214682
42402	214302	42430	214630	42458	214658	42483	214683
42403	214603	42431	214631	42459	214659	42484	214684
42404	214604	42432	214632	42460	214660	42485	214685
42405	214605	42433	214633	42461	214661	42486	214686
42406	214606	42434	214634	42462	214662	42487	214687
42407	214607	42435	214635	42463	214663	42488	214688
42408	214608	42437	214637	42464	214664	42489	214689
42409	214609	42438	214638	42465	214665	42490	214690
42411	214611	42439	214639	42466	214666	42491	214691
42412	214612	42440	214640	42467	214667	42492	214692
42413	214613	42442	214642	42468	214668	42493	214693
42414	214614	42443	214643	42469	214669	42494	214694
42415	214615	42444	214644	42470	214670	42495	214695
42416	214616	42445	214645	42471	214671	42496	214696
42417	214617	42446	214646	42473	214673	42497	214697
42418	214618	42447	214647	42474	214674	42498	214698
42419	214619	42448	214648	42475	214675	42499	214699
42420	214620	42449	214649	42476	214676		
42422	214622	42450	214650	42477	214677		
42423	214623	42453	214653	42478	214678		
42424	214624	42454	214654	42479	214679		
42425	214625	42455	214655	42480	214680		

SLSF	N8 N	SLSF Car No.	BN Car No.	SLSF Car No.	BN Car No.	SLSF Cer No.	BN Car No.
78000	438100	78027	438127	78051	438151	78075	438175
78001	438101	78028		78052	438152	78076	438176
78002	438102	78029		78053	438153	78077	438177
78003	438103	78030	438130	78054		78078	438178
78004	438104	78031	438131	78055	438155	78079	438179
78005	438105	78032	438132	78056	438156	78080	438180
78006	438106	78033	438133	78057	438157	78081	438181
78007	438107	78034	438134	78058	438158	78082	438182
78008	438108	78035	438135	78059	438159	78083	438183
78009	438109	78036	438136	78060	438160	78084	438184
78010	438110	78037	438137	78061	438161	78085	438185
78011	438111	78038	438138	78062	438162	78086	438186
78012	438112	78039	438139	78063	438163	78087	438187
78013	438113	78040	438140	78064	438164	78088	438188
78016	438116	78041	438141	78065	438165	78089	438189
78017	438117	78042	438142	78066	438166	78090	438190
78018	438118	78043		78067	438167	78091	438191
78019	438119	78044		78068	438168	78092	438192
78020	438120	78045	438145	78069	438169	78093	438193
78021	438121	78046	438146	78070	438170	78094	438194
78022	438122	78047	438147	78071	438171	78095	438195
78023	438123	78048	438148	78072	438172	78096	438196
78024	438124	78049	438149	78073	438173	78097	438197
78025	438125	78050	438150	78074	438174	78098	438198

SLSF Cer No.	BN Car No.	SLSF Car No.	BN Car No.	SLSF Car No.	BN Cer No.	SLSF Cer No.	BN Car No.
78100	438200	78128	438228	78156	438256	78184	438284
78101	438201	78130	438230	78157	438257	78185	438285
78102		78131	438231	78158	438258	78186	438286
78103	438203	78132	438232	78159		78187	438287
78104	438204	78133	438233	78160		78188	438288
78105	438205	78135	438235	78161	438261	78189	438289
78106	438206	78136	438236	78162	438262	78190	438290
78109	438209	78137	438237	78163	438263	78191	438291
78110	438210	78138	438238	78164	438264	78192	438292
78112	438212	78139	438239	78166	438266	78193	438293
78113	438213	78140	438240	78167	438267	78194	438294
78114	438214	78141	438241	78168	438268	78195	438295
78115	438215	78142	438242	78169	438269	78196	438296
78116	438216	78143	438243	78171	438271	78197	438297
78117	438217	78144	438244	78172	438272	78198	438298
78118	438218	78145	438245	78173	438273	78199	438299
78120	438220	78146	438246	78175	438275		
78121	438221	78147	438247	78176	438276		
78122	438222	78148	438248	78177	438277		
78123		78149	438249	78178	438278		
78124	438224	78150	438250	78179	438279		
78125	438225	78153	438253	78180	438280		
78126	438226	78154	438254	78182	438282		
78127	438227	78155	438255	78183	438283		

Interstate Commerce Commission **翻ashington**, **独.**C. 20423

OFFICE OF THE SECRETARY

1/7/94

Halpin J. Burke Thompson & Mitchell 700 14th St N.W, Suite 900 Washington, D.C. 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

1/7/94

at 12:45pm , and assigned

recordation number(s).

18645

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18645 ILEU 1425

SECURITY AND SUPPORT AGREEMENT

JAN 7 - 1994 -12 45 PM

INTERSTATE COMMETCE COMMISSION

THIS SECURITY AND SUPPORT AGREEMENT is made as of December 30, 1993 between RESIDUAL BASED FINANCE CORPORATION, an Illinois corporation ("Borrower"), and METLIFE CAPITAL CORPORATION, a Delaware corporation ("Lender" or "Secured Party").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the undersigned agree as follows:

- 1. Grant of Security Interest. Borrower hereby grants to the Secured Party a security interest in all of its now owned or hereafter acquired right, title and interest in and to the following property (the "Collateral"):
- (a) The equipment ("Equipment") described in Exhibit A attached hereto and all replacements thereof and modifications and accessions thereto;
- (b) That certain Lease of Railroad Equipment Agreement dated as of September 1, 1972 between Borrower, as lessor thereunder, and Burlington Northern Railroad Company, a Delaware corporation, successor to St. Louis-San Francisco Railway Company, as lessee thereunder, originally recorded with the Interstate Commerce Commission ("ICC") under recordation no. 6752-B on September 27, 1972, as amended by that certain Amendment dated as of October 1, 1972 between Assignor and such lessee, recorded with the ICC under recordation number 6752-C on October 27, 1972, as the same may be and may have been amended from time to time, together with all supplements, riders, exhibits and schedules thereto (herein collectively referred to as the "Lease");
- (c) All rental payments and other amounts payable hereafter under or in connection with the Lease by the Lessee to the Borrower, except those amounts payable to Borrower pursuant to the tax and indemnification provisions of the Lease ("Lease Payments"); and
- (d) All proceeds of any of the foregoing including, without limitation, insurance and rental proceeds.
- 2. <u>Obligations Secured</u>. The security interest in the Collateral is given to secure the full and timely performance by the Borrower of all indebtedness, liabilities and obligations of the Borrower owing to the Secured Party arising pursuant to the terms of (i) that certain promissory note executed by Borrower in favor of Secured Party dated December 30, 1993 in the original principal amount of \$1,735,645.00 as the same may be amended, renewed or extended from time to time (the "Note"), and (ii) that certain Limited Guarantee from the Borrower to the Lender dated as of December 30, 1993 (the "RBF Guaranty"). The foregoing are herein referred to, collectively, as the "Obligations".
- 3. <u>Institutional Representations and Warranties</u>. The Borrower represents and warrants to the Secured Party as follows:

- (a) The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of Illinois; qualified to do business in each other jurisdiction where the conduct of its business or the ownership of its properties requires such qualification and failure to be so qualified would be materially adverse to the Borrower's ability to consummate the transactions or perform its obligations contemplated hereby; and has full power, authority and legal right to carry on its business as presently conducted, to own and operate its properties and assets, and to execute, deliver and perform this Agreement, the RBF Guaranty and the Note.
- (b) The execution, delivery and performance by the Borrower of this Agreement, the RBF Guaranty and the Note, and the borrowing of the proceeds of the Note have been duly authorized by all necessary action of the Borrower, does not require any shareholder approval, or the consent of the holders of any indebtedness of the Borrower and does not contravene any law, regulation, rule or order binding on Borrower.
- (c) No government approval or filing or registration with any governmental authority is required for the making and performance by the Borrower of this Agreement, the RBF Guaranty or the Note or in connection with any of the transactions contemplated hereby, except filings contemplated by the parties with the Interstate Commerce Commission and the Secretary of State of Illinois.
- (d) This Agreement, the RBF Guaranty and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally and except as limited by general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.
- (e) The address set forth below the signature of the Borrower to this Agreement is its principal place of business, the location of its chief executive office and the address at which Borrower will keep its records concerning the Collateral.
- 4. <u>Transactional Representations</u>. Borrower represents and warrants to the Secured Party as follows:
 - (a) Borrower has good and marketable title to the Collateral;
- (b) the Collateral is free and clear of all security interests and encumbrances of every kind created by, through or under Borrower other than Permitted Liens;
- (c) Borrower will execute such Uniform Commercial Code financing statements in connection herewith as the Secured Party may reasonably request and take such other action as may reasonably be requested by Secured Party to perfect its security interest in the Collateral; and
- (d) Borrower has not entered into any agreement with the Lessee in respect of the Collateral other than the Lease and the other agreements in connection therewith delivered to Lender.

As used herein "Permitted Liens" shall mean the Lessee's possessory interest in the Equipment arising under the Lease together with all liens and encumbrances arising by, through, or under the Secured Party or the Lessee, or permitted under the Lease.

- Appointment of Agent, Etc. So long as any of the Obligations remain unpaid Borrower does hereby designate and appoint Secured Party its true and lawful attorney with power irrevocable, for it and in its name, place and stead, after the occurrence of a "Borrower Event of Default" (as hereinafter defined) or an "Event of Default" under the Lease , to (in each case, upon notice to Borrower) ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable to Borrower with respect to the Collateral, and, in Secured Party's sole discretion, to file any claim or take any action or proceeding, or either, in its own name or in the name of Borrower, or otherwise, which the Secured Party deems necessary or desirable in order to collect or enforce payment of the Lease Payments or performance by Lessee of its obligations under the Lease. The acceptance of this appointment by the Secured Party shall not obligate it to perform any duty, covenant or obligation required to be performed by Borrower under or by virtue of the Lease. The Secured Party shall have the right at any time or times to contact the Lessee upon notice to, but without the consent of Borrower, for any reason including, without limitation, to confirm the terms of the Lease and the status of payments thereunder. The Secured Party may also execute, on behalf of Borrower, any financing statements which in its opinion may be necessary or desirable to perfect or protect its position with respect to the Collateral. The Secured Party may, upon ten (10) days notice to Borrower, perform any obligation of Borrower under the Lease or this Agreement, and any expenses incurred in such performance shall bear interest from the date incurred until repaid at a per annum rate ("Default Rate") equal to five percent (5%) above the Prime Rate as published periodically by Chase Manhattan Bank, N. A. Any such amounts shall be secured hereby and shall be repaid to Secured Party on demand.
- 6. <u>Borrower's Covenants</u>. For the benefit of the Secured Party, Borrower agrees to perform each of the following covenants:
- (a) Borrower will pay before delinquency any taxes which are or may become through assessment or distraint or otherwise a lien or charge on the Collateral (other than Permitted Liens) and will pay any tax which may be levied on any Obligation secured hereby (other than income or similar taxes). Borrower may, however, contest such taxes in good faith and with due diligence, provided no part of the Collateral will be subject to a lien forfeiture, sale or diminution in value during such contest.
- (b) Borrower will not change its corporate name without prior notice to Secured Party.
- (c) Borrower will not move or permit the movement of any tangible collateral except in accordance with the terms of the Lease unless Borrower shall have given prior written notice of such a move to the Secured Party.
- (d) Borrower agrees to maintain full and accurate books of account prepared and maintained in accordance with good accounting practices covering its interest in the Collateral and to deliver, upon request, to Secured Party copies of such of the books as relate

to the Collateral. Secured Party shall at all reasonable times have free access to Borrower's ledgers, books of account and other written records evidencing or relating to the Collateral and the right to make and retain copies or memoranda of the same.

- (e) Borrower will comply with all of its obligations under the Lease and shall fully comply with the terms and conditions of all other agreements between it and the Lessee, if any.
- (f) Borrower will not waive, amend, modify, cancel or terminate any provision of the Lease without the prior written consent of the Lender, except for execution of the pending amendment thereto in the form heretofore received by Lender.
- (g) Borrower will make all reasonable efforts consistent with its usual and ordinary practice and in all events, efforts at least comparable to the standard practice then prevailing in the industry, to monitor and enforce compliance by the Lessee with the terms and conditions of the Lease. Without limiting the foregoing, the Borrower shall take any and all action as reasonably requested by the Secured Party from time to time to cause the Lessee to perform the Lessee's obligations under the Lease.
- (h) Borrower shall cause all amounts received by it and payable under the Lease upon the occurrence of a "Casualty Occurrence" (as defined therein) to be paid to Lender and the amounts so payable shall be deemed to be the ["Stipulated Loss Value"] provided for in the Note. Borrower shall use reasonable efforts to cause Lessee to at all times furnish it, and Borrower shall in turn furnish to Lender, evidence of the existence and maintenance of the liability insurance called for under the Lease.
- 7. Lease Payments. Promptly upon the execution of this Agreement, all Lease Payments due after the date hereof are to be made by Lessee to the Secured Party for the account of the Borrower. Payments are to be made to the Secured Party at C-97550, Bellevue, Washington 98009 or to such other address as the Secured Party may from time to time specify in writing. Borrower authorizes and directs the Secured Party to endorse all Lease Payments in Borrower's name and to apply such payment against the Borrower's obligations under the Note. Borrower agrees that if any Lease Payments are received by it or if any other amounts are received by it in respect of the Collateral after the date hereof, such sums shall be received in trust by the Borrower and immediately shall be paid over to the Secured Party for application against the amounts due under the Note.
- 8. Release of Collateral, Etc. The obligations of Borrower shall not be affected by the release or substitution of any collateral (including the Collateral) or by the release of or any renewal or extensions of time to any party to any instrument, obligation or liability secured hereby. The Secured Party shall not be bound to resort to or exhaust its recourse or to take any action against other parties or other collateral. Borrower expressly waives the benefit of any and all defenses available to sureties under applicable law. Borrower hereby waives presentment, demand, protest, notice of protest and notice of non-acceptance or non-payment with respect to any Obligation described herein.
- 9. <u>Further Assurances</u>. Borrower, at its sole cost and expense, will at all times hereafter (a) execute such financing statements and other instruments and perform such

other acts as Secured Party may reasonably request to establish and maintain the security interests herein granted and the priority and continued perfection thereof; (b) obtain and promptly furnish to Secured Party evidence of all such government approvals as may be required to enable Borrower to comply with its obligations under this Agreement and under the Note; (c) not change the location of its principal place of business or chief executive office, unless prior written notice of such a change shall have been given to the Secured Party; and (d) execute and deliver all such other instruments and perform all such other acts as Secured Party may reasonably request to carry out the transactions contemplated by this Agreement and the Note.

- 10. Assignment. Secured Party may assign or transfer the whole or any part of the Obligations and may transfer therewith as collateral security its security interest in the whole or any part of the Collateral and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee to the extent of such assignment. Borrower will not sell, transfer, lease (other than pursuant to the Lease), assign, or encumber any interest in the Collateral, or its rights under this Agreement without the Secured Party's prior written consent, which consent will not be unreasonably withheld. In any event, notwithstanding any assignment by the Borrower, Borrower shall remain fully liable for all Obligations to the extent provided in this Agreement and the Note. Secured Party may require the payment of a fee of \$250 in connection with its consent to any assignment or transfer.
- 11. <u>Events of Default</u>. If any of the following events shall occur and be continuing, it shall constitute a "Borrower Event of Default" hereunder:
- (a) Note Payment Default. Secured Party shall fail to receive when due any amount of principal or interest due under the Note and such failure shall continue for a period of ten (10) days after notice to Borrower of the same; or
- (b) Other Payment Default. Secured Party shall fail to receive for a period of ten (10) days after the date when due, any amounts payable to it under the terms of this Agreement; or
- (c) Breach of Warranty. Any representation or warranty made by the Borrower under or in connection with this Agreement or the Note shall prove to have been incorrect in any material respect when made; or
- (d) Breach of Other Covenant. The Borrower shall fail to perform or observe any other covenant, obligation or term of this Agreement, or any recourse obligation to Secured Party, and such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to Borrower by the Secured Party; or
- (e) Lease Default. The Lessee shall default in the payment or performance of any terms or conditions under the Lease and such default shall continue for more than thirty (30) days or an "Event of Default" as defined in the Lease shall occur; or
- (f) Voluntary Bankruptcy, Etc. The Borrower shall: (1) file a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or file an answer consenting to, admitting the material allegations of or

otherwise not controverting, or fail timely to controvert a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or (2) file such petition or answer with respect to relief under the provisions of any other now existing or future applicable bankruptcy, insolvency, or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of corporations or arrangement, composition, extension or adjustment with creditors; or

- (g) Involuntary Bankruptcy, Etc. An order for relief shall be entered against the Borrower under Title 11 of the United States Code, as now constituted or hereafter amended, which order is not stayed; or upon the entry of an order, judgment or decree by operation of law or by a court having jurisdiction in the premises which is not stayed adjudging it a bankrupt or insolvent under, or ordering relief against it under, or approving as properly filed a petition seeking relief against it under the provisions of any other now existing or future applicable bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding-up or liquidation of corporations or any arrangement, composition, extension or adjustment with creditors, or appointing a receiver, liquidator, assignee, sequestrator, trustee or custodian of the Borrower or of any substantial part of its property, or ordering the reorganization, winding-up or liquidation of its affairs, or upon the expiration of thirty (30) days after the filing of any involuntary petition against it seeking any of the relief specified in Section 11 (f) hereof or this Section 11(g) without the petition being dismissed prior to that time; or
- (h) Insolvency, Etc. The Borrower shall (i) make a general assignment for the benefit of its creditors or (ii) consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, or custodian of all or a substantial part of its property, or (iii) admit its insolvency or inability to pay its debts generally as they become due, or (iv) fail generally to pay its debts as they become due, or (v) take any action looking to the dissolution, termination or liquidation of the Borrower.
- 12. **General Remedies.** If a Borrower Event of Default shall occur, Secured Party shall have all remedies provided by law and, without limiting the generality of the foregoing, shall have the following remedies:
- (a) The remedies of a secured party under the Uniform Commercial Code; and
- (b) The right to make notification and pursue collection or, at the Secured Party's option, to sell all or part of the Collateral and make application of all proceeds or sums due on the Collateral to the Obligations at its sole discretion; and
- (c) The right to enter any premises where any of the Collateral is situated and take possession of such Collateral without notice or demand and without legal proceedings (subject to Section 19) hereof; and
- (d) All other remedies which may be available in law or equity. To the extent that notice of sale shall be required by law to be given, Borrower agrees that a period

of ten (10) days from the time the notice is sent shall be a reasonable period of notification of a sale or other disposition of Collateral by the Secured Party, and that any notice or other communication from the Secured Party to Borrower under this Agreement or required by any statute may be given to Borrower by personal delivery, telex, telegram or mail (with first-class postage prepaid) in each case sent or delivered to Borrower at the address set forth under its name on the signature page hereof. All such notices and communications if duly given or made shall be effective upon the earlier of receipt or two (2) business days after deposit in the mail. Borrower agrees to pay on demand the amount of all reasonable costs, attorneys fees and legal expenses incurred by the Secured Party in exercising its rights and remedies herein, and Borrower further agrees that its obligation to pay such amounts shall bear interest from the date such expenditures are made by Secured Party until repaid at the Default Rate and shall be secured hereby. The Secured Party agrees to pay forthwith to Borrower any surplus remaining from the Collateral after payment of all indebtedness secured hereunder.

- 13. <u>Limitation of Liability</u>. The Borrower does not have, and shall not have, any liability or obligation with respect to payment of the indebtedness evidenced by the Note or other amounts due under this Agreement (except amounts due under the provisions of Section 14 hereof) or the Note, all of which are payable solely from proceeds received by the Secured Party in respect of the Collateral, provided, however, that the Borrower shall be liable and shall have responsibility for any loss, damage or expense incurred by the Secured Party arising out of or in any manner connected with a breach by the Borrower of any covenant herein contained (but not the covenant of Borrower to repay principal and interest under the Note or the covenants to maintain insurance or pay taxes as provided in Sections 6 (a), (c) and (h) hereof) or by the falsity of any material representation or warranty made by the Borrower herein.
- harmless from all liability, loss, damage or expense, including reasonable attorneys' fees and costs, that the Secured Party may incur and which arise out of or in any way relate to the Lease, the Lessee, the Collateral, this Agreement, or the Borrower, provided, however, that this covenant shall not apply to any liability, loss, damage or expenses arising out of acts or omissions occurring prior to the date hereof and, provided, further, that this covenant shall not apply to liability, loss, cost, damage or expense which is solely the result of the Borrower's failure to perform its obligations under the Note or this Agreement (whether or not due to Lessee's defaults under the Lease) or Lessee's breach of the Lease or as to matters subject to indemnity under the Lease. The terms of this Section 14 are intended to supplement and not supersede or replace the terms of Section 13 hereof. The covenants set forth in this Section 14 shall survive the termination of this Agreement.
- 15. <u>Waivers</u>. This Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms and conditions hereof shall be effective unless in writing signed by the Secured Party. No waiver or indulgence by the Secured Party as to any required performance by Borrower shall constitute a waiver as to any required other performance or obligations of Borrower hereunder.
- 16. <u>Severability</u>. In case any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity,

legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction; and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

- 17. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington except where the location of Collateral requires that the creation, validity, perfection, the effect of non-perfection, or enforcement of the security interests provided for herein may be governed by the laws of the jurisdiction where such collateral is located. Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Seattle, Washington, in any action or proceeding brought to enforce or otherwise arising out of or relating to the Note or this Agreement.
- 18. <u>Successors</u>. This Agreement inures to the benefit of the Secured Party and its successors and assigns, and shall bind the successors and assigns of the Borrower. The Secured Party agrees that, in the event of any transfer by it of the Note, it will endorse thereon a notation as to the portion of the principal of the Note which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.
- 19. Quiet Enjoyment. Notwithstanding any other provision of this Agreement, the Secured Party agrees that its security interest and rights hereunder are subject to the rights of the Lessee under the Lease and so long as Lessee is not in default of its obligations under the Lease, no "Event of Default" as such term is defined in the Lease shall have occurred and be continuing, and Lessee makes all Lease Payments directly to Secured Party, Secured Party shall not disturb Lessee's peaceful possession of the Equipment and Lessee's right to use the Equipment for its intended purposes pursuant to the terms of the Lease. In any event, Secured Party shall not breach any of Borrower's obligations under the Lease.
- 20. <u>Counterparts</u>. This Agreement may be executed in separate counterparts all of which, when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Security and Support Agreement as of the date and year first above written.

Lender:

METLIFE CAPITAL CORPORATION

By: Vince laci
Vice President

Address: C-97550

Bellevue, WA 98009

Borrower:

RESIDUAL BASED FINANCE CORPORATION

ingent A. Kolber President

Address: Three First National Plaza, Suite 1240 Chicago, Illinois 60602

State of) ss:
County of)
On this day of December, 1993, before me, personally appeared, to me personally known, who being by me duly sworn, says that (s)he is the of MetLife Capital Corporation, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
[Seal]
Signature of Notary Public
My commission expires
Subscribed and sworn to before me this day of,199
State of Illinois)) ss: County of Cook)
On this 30th day of December, 1993, before me, personally appeared Vincent A. Kolber, to me personally known, who being by me duly sworn, says that he is the President of Residual Based Finance Corporation, an Illinois corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.
[Seal] OFFICIAL SEAL DONNA B RICE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 26,1996 Donna B. Ruce
Signature of Notary Public
My commission expires Lept. 26, 1996.
Subscribed and sworn to before me this 30th day of December, 1993.

State of Washington)	
County of King)	SS:

One this 5th day of January, 1994, before me, personally appeared Vince laci, to me personally known, who being by me duly sworn, says that he is the Vice President of MetLife Capital Corporation, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[seal]

Signature of Notary Public

My commission expires 12/1/97.

Subscribed and sworn to before me this 5th day of January, 1994.

EXHIBIT A

DESCRIPTION OF ITEMS OF EQUIPMENT

Description, Original Mark and Number of Items of Equipment

A. 355 50 foot, 70 ton box cars, originally bearing numbers and car marks within the range of SLSF 42100-42499, inclusive, and now bearing the numbers and car marks set forth below; manufactured by ACF Industries, Incorporated

B. 184 100-ton covered hopper cars, originally bearing numbers and car marks within the range of SLSF 78000 - 78199, inclusive, and now bearing the numbers and car marks set forth below; manufactured by Pullman Incorporated

Present Car Marks and Numbers:

BOXCARS

BN 214302-214304 inclusive	BN 214522-214533 inclusive
BN 214306-214339 inclusive	BN 214535-214538 inclusive
BN 214341-214345 inclusive	BN 214540
BN 214347-214369 inclusive	BN 214542-214548 inclusive
BN 214371	BN 214550-214551 inclusive
BN 214374	BN 214553-214569 inclusive
BN 214376-214379 inclusive	BN 214571-214586 inclusive
BN 214381-214396 inclusive	BN 214588
BN 214398-214416 inclusive	BN 214590-214598 inclusive
BN 214418-214422 inclusive	BN 214600-214609 inclusive
BN 214424-214436 inclusive	BN 214611-214620 inclusive
BN 214438-214440 inclusive	BN 214622-214625 inclusive
BN 214442-214443 inclusive	BN 214627-214628 inclusive
BN 214445-214455 inclusive	BN 214630-214635 inclusive
BN 214457-214474 inclusive	BN 214637-214639 inclusive
BN 214476-214479 inclusive	BN 214642-214650 inclusive
BN 214481-214489 inclusive	BN 214653-214671 inclusive
BN 214491-214494 inclusive	BN 214673-214692 inclusive
BN 214496-214498 inclusive	BN 214694-214699 inclusive
BN 214500-214509 inclusive	SLSF 42440
BN 214511-214516 inclusive	SLSF 42493
BN 214520	
	TOTAL 355 BOXCARS

COVERED HOPPERS

BN 438100-438113 inclusive
BN 438116-438125 inclusive
BN 438127
BN 438130-438142 inclusive
BN 438145-438148 inclusive
BN 438150-438153 inclusive
BN 438155-438198 inclusive
BN 438200-438201 inclusive
BN 438203-438206 inclusive
BN 438209-438210 inclusive
BN 438212-438218 inclusive
BN 438220-438222 inclusive
BN 438224-438228 inclusive
BN 438230-438233 inclusive
BN 438235-438250 inclusive
BN 438253-438258 inclusive
BN 438261-438264 inclusive
BN 438266-438269 inclusive
BN 438271-438273 inclusive
BN 438275-438280 inclusive
BN 438282-438299 inclusive

SLSF 78028 SLSF 78029 SLSF 78043 SLSF 78044 SLSF 78049 SLSF 78102 SLSF 78123 SLSF 78159 SLSF 78160

TOTAL 184 COVERED HOPPERS

42122 42123 42124 42126	42122 42123 42124	42122 42123	42122		42121	42120	42119	42118	42117	42116	42115	42114	42113	42112	42111	42110	42109	42100	42107	42108	42104	42100	42102	SLSF	
																								₹ ¥	
	114325	214324	214323	214322	214921	214320	214319	214318	214317	2)4318	214315	214314	214313	214312	214311	214310	214309	214308	214307	214306	214304	214303	214302	GH Car No.	
	42151	42150	42149	42148	42147	42145	42144	42143	02142	42141	42139	42)30	42137	42136	42135	42134	42133	42132	42131	42130	42129	42120	42127	SUSF Car No.	
	214351	214350	214349	214348	214347	214345	214344	2)4343	214342	214341	214339	214339	214337	214336	214335	214234	214333	214332	214331	214330	214329	214228	214327	BN Car No.	SCHEDUL
	42179	42170	42177	42170	42174	42171	42169	42161	42167	42168	42165	42164	42163	42162	42181	42100	42159	42158	42157	42150	42165	42164	42153	SLSF Car No.	SCHEDULE A TO BILL OF SALE
	214379	214378	214377	214376	214574	214371	214369	214368	214367	214366	214305	214364	214303	214302	214261	214380	214359	214358	214357	2)4356	214355	214354	214353	BN Car No.	
							42199	42198	42198	42105	42194	42193	42192	42101	42190	42100	42100	42187	42186	42185	42184	42163	42192	SLSF Car No.	
							214399	214398	214398	214395	214394	214393	214392	214391	214390	214389	214388	214387	214386	214395	214384	214383	214382	GN Ro.	

2ENT BY: Thompson & Mitchell : 12-27-93 : 7:22-M . SPECIAL INVESTMT.

42225	42224	42222	42221	42220	42219	42218	42210	42215	42214	42213	42212	42211	42210	42209	42208	42207	42206	42205	42204	42203	42202	42201	42200	SLSF Car No.
214425	214424	214422	214421	214420	214418	214418	214416	214415	214414	214413	214412	214411	214410	214409	214408	214407	214408	214405	214404	214403	214402	214401	214480	BN Car No.
42252	42251	42250	42249	42248	42247	42246	42245	42243	42242	42240	42239	42238	42236	42235	42234	42233	42232	42231	42230	42229	4228	42227	42226	SLSF CarNo.
214452	214451	214450	214449	274448	214447	214440	214445	214443	214442	214440	214439	214438	214438	214435	214434	214433	214432	214431	214430	214429	214428	214427	214420	BN Car No.
42278	42277	42276	42274	42273	42272	42271	42270	42249	42289	42267	42266	42265	42264	42263	42282	42261	42260	42259	42258	42257	42355	42254	42253	SLSF Car No.
214478	214477	214476	214474	214173	214472	214471	214470	214469	214468	214407	214466	214465	214484	214463	214462	214461	214480	214459	214458	214457	214455	214454	214453	BN Car No.
4							42290	42297	42296	42294	42293	42292	42291	42289	42288	42287	42286	42285	42284	42283	42282	4228)	42279	SLSF Car No.
							214498	214497	214496	214494	214493	214492	214491	214499	214488	214487	214466	214485	216484	214483	214482	214491	214479	BN Cay No.

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42328	42327	42326	42325	42324	42020	42322	42320	42316	42315	42314	42313	42312	42311	42309	42308	42307	42306	42305	42304	42303	42302	42301	42300	SLSF Car No.
214528	214527	214526	214525	214524	214523	214527	214520	214516	214515	214514	214513	214512	214511	214509	214508	214507	214500	214505	214504	214503	214302	214501	214500	EN Car No.
42357	42356	42355	42354	42353	42351	42350	42340	42347	42346	42245	42344	42343	42342	42340	42338	42337	42330	42235	42333	42332	42331	42330	42329	SLSF Car No.
214557	214556	214555	214554	214553	214551	214550	214548	214547	214546	214545	214544	214543	214542	214640	214538	214537	214636	214535	214533	214532	214531	214530	214529	BN Car No.
42302	42381	42300	42379	42378	42377	42370	42376	42374	42373	42372	42371	42209	42300	42367	42366	42345	42384	42363	42362	42301	42360	42359	42350	SLSF Car No.
214582	214581	214580	214579	214578	214577	214570	214576	214574	214573	214572	214571	214569	214588	214567	214586	214595	214504	214563	214562	214561	214560	214659	214558	GN Car No.
				4						42398	42397	42386	42395	42394	42393	42392	42391	42390	42348	42316	42305	42384	42383	SLSF Car No.
			!							214588	214597	214598	214595	214594	214593	214592	214591	214590	214580	214580	214585	214504	214582	BN Car No.

42425	42424	42423	42422	42420	42419	42418	42417	42416	42416	42414	42413	42412	42411	42409	42408	424D7	42400	42405	42404	42403	42402	42401	42400	SUSF Car No.
214826	274624	214623	214622	214620	214619	214610	214817	214616	214615	214614	214613	214612	214811	214809	214608	214807	214606	214806	214604	214803	214302	214601	214800	BN Car No.
42455	42454	42453	42450	42449	42448	42447	12446	42445	92444	42443	42442	42440	42439	42430	42437	42438	42434	42433	42432	42431	42430	42428	42427	SLSF Car No.
214655	214854	214853	214650	214649	214648	214847	214848	214845	214844	214843	214842	214640	214839	214839	214637	214035	214834	214833	214632	214631	214830	214629	214027	BN Car No.
42480	42479	42478	42477	42476	42475	42474	42473	42971	42470	42409	42468	42407	42466	42405	42484	42483	42462	42481	42480	42459	42458	42457	42450	SLSF Car No.
214690	214879	214670	214077	214676	214675	214674	214673	214071	214670	214009	2)400B	214607	214666	214005	214664	214663	214562	214661	214660	214459	214058	214057	214050	BH Car No.
					42499	42498	42497	42490	42495	42494	42493	42482	424B1	42490	42489	42488	42487	42480	42485	42484	42483	42482	42481	SLSF Car No.
					214699	214860	214097	214896	214005	214694	214893	214692	214691	214690	214689	214688	219647	214080	214885	214084	214683	214682	214001	BM Car No.